

CHAPMAN AND CUTLER

2-225A062

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RECORDATION NO 17912/B  
FILED 1425

RECORDATION NO 17912/A  
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AUG 12 1992 - 10 20 AM

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INTERSTATE COMMERCE COMMISSION

August 12, 1992

RECORDATION NO 17912-C  
FILED 1425

AUG 12 1992 - 10 20 AM

RECORDATION NO 17912  
FILED 1425

Mr. Sidney L. Strickland, Jr., Secretary

Interstate Commerce Commission

Twelfth Street & Constitution Avenue, N.W.

Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

AUG 12 1992 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

Re: General American Transportation Corporation  
Pass Through Certificates;  
Railcar Leveraged Lease Financing  
(GATC Trust No. 92-1A)

AUG 12 10 23 AM '92

Dear Mr. Strickland:

We are enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code an original and five counterparts of each of the two primary documents described below and two secondary documents described below which secondary documents are related to the enclosed primary documents. The undersigned has acted as special counsel in connection with the preparation of the enclosed documents and has knowledge of the matters set forth therein.

The enclosed primary documents are as follows:

Equipment Lease Agreement (GATC Trust No. 92-1A) dated as of July 1, 1992, between Wilmington Trust Company, as trustee under GATC Trust No. 92-1A, as lessor (the "Lessor"), and General American Transportation Corporation, as lessee (the "Lessee").

Trust Indenture and Security Agreement (GATC Trust No. 92-1A) dated as of July 1, 1992, between Wilmington Trust Company, as trustee under GATC Trust No. 92-1A (the "Owner Trustee"), and The First National Bank of Chicago, as indenture trustee (the "Indenture Trustee").

The enclosed secondary documents are as follows:

Lease Supplement No. 1 (GATC Trust No. 92-1A) dated August 12, 1992, between the Lessor and the Lessee. The primary document to which this Lease

*Handwritten signatures and initials on the left margin.*

CHAPMAN AND CUTLER

Supplement No. 1 is connected is the Equipment Lease Agreement referred to above and which is being submitted for recording concurrently herewith.

Trust Indenture Supplement No. 1 (GATC Trust No. 92-1A) dated August 12, 1992, between the Owner Trustee and the Indenture Trustee. The primary document to which this Trust Indenture Supplement No. 1 is connected is the Trust Indenture and Security Agreement referred to above and which is being submitted for recording concurrently herewith.

The names and addresses of the parties to the documents are as follows:

EQUIPMENT LEASE AGREEMENT AND LEASE SUPPLEMENT NO. 1

Lessee:	General American Transportation Corporation 120 South Riverside Plaza Chicago, Illinois 60606-3998
Lessor:	Wilmington Trust Company, as trustee under GATC Trust No. 92-1A Rodney Square North Wilmington, Delaware 19890

TRUST INDENTURE AND SECURITY AGREEMENT AND TRUST INDENTURE  
SUPPLEMENT NO. 1

Owner Trustee:	Wilmington Trust Company, as trustee under GATC Trust No. 92-1A Rodney Square North Wilmington, Delaware 19890
Security Trustee:	The First National Bank of Chicago One First National Plaza, Suite 0126 Chicago, Illinois 60670-0126

The Equipment Lease Agreement provides, *inter alia*, for the lease by the Lessor to the Lessee of certain tank cars (the "Units"). The Trust Indenture and Security Agreement provides, *inter alia*, for the granting of a security interest in the Units in favor of the Indenture Trustee in order to secure the Owner Trustee's performance of certain obligations under the Trust Indenture and any Trust Indenture Supplement executed and delivered from time to time and the Lessee's performance of certain obligations under the Equipment Lease and any Lease Supplement executed and delivered from time to time. Lease Supplement No. 1 and Trust Indenture Supplement No. 1 provide, *inter alia*, for the Equipment Lease Agreement and the Trust Indenture and Security Agreement, respectively, to apply to the 691 tank cars bearing the road numbers set forth in Schedule 1 to Lease Supplement No. 1, namely the road numbers set forth in Schedule 1 hereto.

CHAPMAN AND CUTLER

A general description of the railroad equipment covered by each of the enclosed documents is set forth in Schedule 1 attached to this letter and made a part hereof.

A fee of sixty-four dollars (\$64.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Ross D. Taylor  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index follows:

(1) EQUIPMENT LEASE AGREEMENT:

Equipment Lease Agreement (GATC Trust No. 92-1A) dated as of July 1, 1992 between Wilmington Trust Company, as trustee under GATC Trust No. 92-1A, as Lessor, Rodney Square North, Wilmington, Delaware 19890, and General American Transportation Corporation, as Lessee, 120 South Riverside Plaza, Chicago, Illinois 60606-3998, covering tank cars bearing the road numbers set forth in Schedule 1 to such Lease Supplements as may be executed and delivered from time to time pursuant to such Equipment Lease.

(2) TRUST INDENTURE AND SECURITY AGREEMENT:

Trust Indenture and Security Agreement (GATC Trust No. 92-1A) dated as of July 1, 1992, between Wilmington Trust Company, as trustee under GATC Trust No. 92-1A, Rodney Square North, Wilmington, Delaware 19890, and The First National Bank of Chicago, as Indenture Trustee, One First National Plaza, Suite 0126, Chicago, Illinois 60670-0126, covering tank cars bearing the road numbers set forth in such Trust Indenture Supplements as may be executed and delivered from time to time pursuant to such Trust Indenture.

(3) LEASE SUPPLEMENT NO. 1:

Lease Supplement No. 1 (GATC Trust No. 92-1A) dated August 12, 1992 between Wilmington Trust Company, as trustee under GATC Trust No. 92-1A, as Lessor, Rodney Square North, Wilmington, Delaware 19890, and General American Transportation Corporation, as Lessee, 120 South Riverside Plaza, Chicago, Illinois 60606-3998, covering 691 tank cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement No. 1, namely the road numbers set forth in Schedule 1 hereto. Lease Supplement No. 1 is related to the Equipment Lease Agreement (GATC Trust No. 92-1A) dated as of July 1, 1992 which is filed concurrently therewith.

CHAPMAN AND CUTLER

(4) TRUST INDENTURE SUPPLEMENT NO. 1:

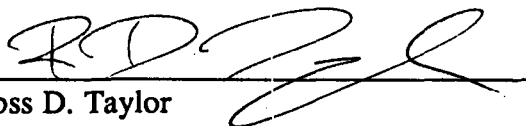
Trust Indenture Supplement No. 1 (GATC Trust No. 92-1A) dated August 12, 1992, between Wilmington Trust Company, as trustee under GATC Trust No. 92-1A, Rodney Square North, Wilmington, Delaware 19890, and The First National Bank of Chicago, as Indenture Trustee, One First National Plaza, Suite 0126, Chicago, Illinois 60670-0126, covering 691 tank cars bearing the road numbers set forth in Lease Supplement No. 1 attached to such Trust Indenture Supplement No. 1, namely the road numbers set forth in Schedule 1 hereto. Trust Indenture Supplement No. 1 is related to the Trust Indenture and Security Agreement (GATC Trust No. 92-1A) dated as of July 1, 1992 which is filed concurrently therewith.

Sincerely,

CHAPMAN AND CUTLER

By

Ross D. Taylor

A handwritten signature in dark ink, appearing to read "RD Taylor", written over a horizontal line.

RDT  
Enclosures

**DESCRIPTION OF EQUIPMENT  
AND  
DESIGNATION OF FUNCTIONAL GROUPS  
(GATC TRUST NO. 92-1A)**

FUNCTIONAL GROUP	DESCRIPTION	DOT CLASS	NUMBER OF CARS	CAR INITIALS	CAR NUMBERS
<b>GENERAL SERVICE TANK CARS:</b>					
D	Misc. Large Steel	111-A-100-W-1	10	GATX	29959-29968
E	Misc. Large Alloy	111-A-60-AL-W-1	10	GATX	50260-50269
F	13,000 Gallon NC/NI	111-A-100-W-2	11	GATX	7454-7455 7457 7459-7460 7470 7477 7505-7508
G	20,000 Gallon NC/NI	111-A-100-W-5	14	GATX	61162-61175
H	13,000 Gallon OSC/I	111-A-100-W-1	17	GATX	69299-69315
I	20,000 Gallon OSC/I	111-A-100-W-1	70	GATX	37180-37199 37308-37357
J	23,000 Gallon OSC/I	111-A-100-W-1	98	GATX	3181-3200 3348 3408-3409 3411-3485
K	26,000 Gallon ISC/NI	111-A-100-W-1	2	GATX	53900-53901
L	29,000 Gallon NC/NI	111-A-100-W-1	4	GATX	29939 29943 29952 29954
N	25,000 Gallon OSC/I	111-A-100-W-1	25	GATX	54130-54154
O	Misc. Small Alloy	111-A-100-W-6	<u>10</u>	GATX	38480-38489
<b>GENERAL SERVICE TOTAL</b>			<b>271</b>		
<b>HIGH PRESSURE TANK CARS:</b>					
P	Misc. Large Steel/Alloy	105-J-100 & 300-W	29	GATX	26309-26337
Q	33,500 Gallon NC/NI	112-J-340-W	100	GATX	8985-9084
R	25,000 Gallon NC/I	105-J-300-W	111	GATX	26585-26695
S	33,500 Gallon	105-J-300-W	50	GATX	66154-66203
T	33,500 Gallon NC/I	105-J-400-W	<u>130</u>	GATX	61651-61780
<b>HIGH PRESSURE TOTAL</b>			<b>420</b>		
			<u><b>691</b></u>		

STATE OF Delaware )  
COUNTY OF New Castle ) SS

On this 12<sup>th</sup> day of August, 1992, before me personally appeared Emmett R. Harmon to me personally known, who being by me duly sworn, say that he is Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lisa A. Pittaccio  
Notary Public

[NOTARIAL SEAL]

My commission expires:

LISA ANN PITTACCIO  
NOTARY PUBLIC  
My commission expires March 18, 1993

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he is \_\_\_\_\_ of GENERAL AMERICAN TRANSPORTATION CORPORATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires:

AUG 12 1992 - 10 20 AM

**TRUST INDENTURE SUPPLEMENT  
(GATC TRUST NO. 92-1A) NO. 1**

**INTERSTATE COMMERCE COMMISSION**

THIS INDENTURE SUPPLEMENT (GATC Trust No. 92-1A) No. 1, dated August 12, 1992 (this "*Indenture Supplement*"), of WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "*Owner Trustee*") under the Trust Agreement (GATC Trust No. 92-1A), dated as of July 1, 1992 (the "*Trust Agreement*"), between the Owner Trustee in its individual capacity and METLIFE CAPITAL CORPORATION, a Delaware corporation, as Owner Participant;

**WITNESSETH:**

WHEREAS, Trust Indenture and Security Agreement (GATC Trust No. 92-1A) dated as of July 1, 1992 (the "*Indenture*"), between the Owner Trustee and The First National Bank of Chicago as Indenture Trustee (the "*Indenture Trustee*"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment, by having attached thereto a copy of the Lease Supplement, and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Equipment described in the copy of the Lease Supplement attached hereto, and (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

By   
Title: WILLIAM B. SOWDEN III  
VICE PRESIDENT

STATE OF Delaware )  
COUNTY OF New Castle ) SS

On this 12<sup>th</sup> day of August, 1992, before me personally appeared William B. Sowden, III to me personally known, who being by me duly sworn, say that he is Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[NOTARIAL SEAL]

My commission expires:

**PATRICIA A. EVANS**  
**NOTARY PUBLIC**  
My Commission expires April 20, 1995



**LEASE SUPPLEMENT NO. 1  
(GATC TRUST NO. 92-1A)**

This LEASE SUPPLEMENT NO. 1, dated August 12, 1992, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("*Lessor*"), and GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation ("*Lessee*");

**WITNESSETH:**

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GATC Trust No. 92-1A) dated as of July 1, 1992 (the "*Lease*"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for, among other things, the purpose of particularly describing the Equipment to be leased to the Lessee under the Lease.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor and the Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Units described in Schedule 1 hereto.

2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

3. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

4. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York; *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

WILMINGTON TRUST COMPANY, not in its  
individual capacity but solely as Owner  
Trustee

By 

Name: Emmett R. Harmon  
Title: Vice President

GENERAL AMERICAN TRANSPORTATION  
CORPORATION

By \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

WILMINGTON TRUST COMPANY, not in its  
individual capacity but solely as Owner  
Trustee

By \_\_\_\_\_  
Name:  
Title:

GENERAL AMERICAN TRANSPORTATION  
CORPORATION

By Donald J. Schaff  
Name:  
Title:

STATE OF

Delaware)

COUNTY OF

New Castle)

SS

On this 12<sup>th</sup> day of August, 1992, before me personally appeared Emmett R. Harmon, to me personally known, who being by me duly sworn, say that he is Vice President of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lisa Ann Pittaccio  
Notary Public

[NOTARIAL SEAL]

My commission expires:

LISA ANN PITTACCIO  
NOTARY PUBLIC

My commission expires March 18, 1993

STATE OF ILLINOIS )

)

SS

COUNTY OF COOK )

)

On this \_\_\_\_ day of August, 1992, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he is the \_\_\_\_\_ of GENERAL AMERICAN TRANSPORTATION CORPORATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires:

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of August, 1992, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he is \_\_\_\_\_ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires:

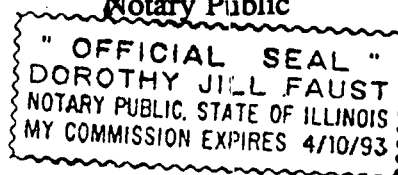
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 10<sup>th</sup> day of August, 1992, before me personally appeared D. J. Schaffer to me personally known, who being by me duly sworn, say that he is the Vice Pres. of GENERAL AMERICAN TRANSPORTATION CORPORATION, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy Jill Faust  
Notary Public

[NOTARIAL SEAL]

My commission expires:



**DESCRIPTION OF EQUIPMENT  
AND  
DESIGNATION OF FUNCTIONAL GROUPS  
(GATC TRUST NO. 92-1A)**

FUNCTIONAL GROUP	DESCRIPTION	DOT CLASS	NUMBER OF CARS	CAR INITIALS	CAR NUMBERS
<b>GENERAL SERVICE TANK CARS:</b>					
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I	20,000 Gallon OSC/I	111-A-100-W-1	70	GATX	37180-37199 37308-37357
J	23,000 Gallon OSC/I	111-A-100-W-1	98	GATX	3181-3200 3348 3408-3409 3411-3485
K	26,000 Gallon ISC/NI	111-A-100-W-1	2	GATX	53900-53901
L	29,000 Gallon NC/NI	111-A-100-W-1	4	GATX	29939 29943 29952 29954
N	25,000 Gallon OSC/I	111-A-100-W-1	25	GATX	54130-54154
O	Misc. Small Alloy	111-A-100-W-6	<u>10</u>	GATX	38480-38489
<b>GENERAL SERVICE TOTAL</b>			<b>271</b>		
<b>HIGH PRESSURE TANK CARS:</b>					
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Q	33,500 Gallon NC/NI	112-J-340-W	100	GATX	8985-9084
R	25,000 Gallon NC/I	105-J-300-W	111	GATX	26585-26695
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T	33,500 Gallon NC/I	105-J-400-W	<u>130</u>	GATX	61651-61780
<b>HIGH PRESSURE TOTAL</b>			<b>420</b>		
			<u><b>691</b></u>		